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October 19, 2018

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VIA HAND DELIVERY AND ECFS

Marlene H. Dortch
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, D.C. 20554

Re: *CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC v. Verizon Services Corp., et al.*, EB Docket No. 18-33, File No. EB-18-MD-001

Dear Ms. Dortch:

Pursuant to 47 C.F.R. § 1.729(e) and the September 17, 2018 order, CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") submits the enclosed Objections and Verified Supplemental Responses to Verizon's First and Second Sets of Interrogatories. Consistent with the Commission's rules and the Protective Order entered by the Commission's Enforcement Bureau on February 9, 2018, this Public Version is being filed on ECFS. A Confidential Version is being filed under seal.

Courtesy copies of both versions of the submission are also being provided to the Secretary's office and the Commission's Enforcement Bureau. In addition, electronic copies of both versions are being provided to counsel for Verizon.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marc S. Martin".

Marc S. Martin

Enclosures

cc: Lisa Saks, Market Disputes Resolution Div., Federal Communications Commission
Curtis L. Groves, Verizon
Joshua D. Branson, Kellogg Hansen P.L.L.C.

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**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
CenturyLink Communications, LLC f/k/a Qwest)	
Communications Company, LLC,)	
)	
Complainant,)	Docket No. 18-33
v.)	File No. EB-18-MD-001
)	
Verizon Services Corp.; Verizon Virginia LLC;)	
Verizon Washington, D.C., Inc.; Verizon Maryland)	
LLC; Verizon Delaware LLC; Verizon)	
Pennsylvania LLC; Verizon New Jersey Inc.;)	
Verizon New York Inc.; Verizon New England Inc.;)	
Verizon North LLC; Verizon South Inc.,)	
)	
Defendants.)	

**CENTURYLINK COMMUNICATIONS, LLC'S OBJECTIONS AND VERIFIED
SUPPLEMENTAL RESPONSES TO VERIZON'S FIRST AND SECOND SETS OF
INTERROGATORIES**

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Pursuant to 47 C.F.R. § 1.729(e), the parties' Joint Statement, and the Staff's September 17, 2018 order on discovery, CenturyLink Communications LLC, f/k/a Qwest Communications Company, LLC ("CenturyLink"), hereby submits to the Commission, and concurrently serves on the above-captioned defendants (individually and collectively, "Verizon"), these Objections and Supplemental Responses ("Responses") to Verizon's First and Second Sets of Interrogatories ("Interrogatories"). Specifically, and subject to these objections, CenturyLink provides supplemental responses to Verizon's outstanding Interrogatory Nos. 1, 2, 3, 7, 8, 9, 10, 11, and 12 as set forth in the Joint Statement and as further discussed between the parties.¹

GENERAL OBJECTIONS

CenturyLink asserts the following General Objections to each and every Interrogatory set forth below, including Verizon's Explanations, and the General Objections are hereby incorporated into each of CenturyLink's Specific Objections as set forth below. CenturyLink generally objects as follows:

1. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent they seek any information that is neither relevant to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence and exceeds the bounds of the legitimate purposes of discovery; is duplicative, is not both necessary to the resolution of the dispute and unavailable from any other source, are otherwise inconsistent

¹ Verizon Interrogatory Nos. 4, 5, 6, and 13 were previously withdrawn, resolved, or denied by the Staff's September 17, 2018 order. Accordingly, CenturyLink's prior objections to those Interrogatories are not repeated below. CenturyLink does not waive or withdraw its objections to those Interrogatories.

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with 47 C.F.R. § 1.729 or other Commission rules pertaining to discovery, or seek to impose upon CenturyLink any obligation not imposed by the Commission's rules.

2. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent they seek information protected by applicable privileges (including, but not limited to, the attorney-client privilege, joint defense or common interest privilege, and attorney work product privilege) or otherwise protected under applicable law. In the event such information is disclosed in response to these Interrogatories, such disclosure shall not constitute a waiver of any privilege, doctrine, or other applicable ground for protecting such documents from disclosure.

3. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent they call for proprietary and confidential information and/or trade secrets. If the Commission determines such information is necessary to the resolution of the dispute, CenturyLink agrees to provide such information only pursuant to the terms of the Protective Order entered by the Commission in this proceeding on February 9, 2018.

4. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent that they seek information not currently in CenturyLink's possession, custody, or control.

5. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent that the requested information is already within Verizon's possession, or available to Verizon from other sources.

6. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent they are not proportional to the needs of the case considering the

importance of the issues at stake in the proceeding, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and the burden and expense of the proposed discovery outweighs its likely benefit.

7. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent they imply the existence of facts or circumstances that do not or did not exist, to the extent they state or assume legal conclusions, and to the extent they attempt to or allegedly resolve any fact, issue, or legal matter in dispute. CenturyLink does not admit or concede the factual or legal premise of any of the Interrogatories. By responding to any Interrogatory or utilizing any Definition or defined term, CenturyLink shall not be construed to have agreed to any such legal or factual interpretation, or to have waived its right to dispute any such conclusion of law, purported finding or statement of fact, or have waived any of its claims and arguments as set forth in its Complaint and Reply, all of which are expressly reserved and reaffirmed. By way of nonexclusive example, CenturyLink objects to the definition of "Billing Credits" or "Credits" in Definition 15 of Verizon's First Set of Interrogatories to the extent it is intended to suggest that CenturyLink in fact received the full and proper credits it should have from Verizon, and further objects to that Definition as ambiguous and as improperly suggesting that flat rates were not on file with the Commission.

8. CenturyLink objects generally to the Interrogatories, Instructions, Explanations, and Definitions to the extent that (a) they are overbroad, vague, ambiguous, compound, cumulative, or harassing; or (b) compliance would be oppressive and unduly burdensome.

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9. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent they impermissibly seek document production by means of written interrogatories. The Commission's rules allow a defendant to serve on a complainant, concurrently with its answer, "a request for up to ten written interrogatories." 47 C.F.R. § 1.729(a). Other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). CenturyLink further objects to any request for document production as premature.

10. CenturyLink objects to the Interrogatories, Instructions, Explanations, and Definitions to the extent that they seek information regarding how and from whom CenturyLink learned of quantitative calculation errors or substantive errors of overinclusion or underinclusion which Verizon has admitted in its Answer. To the extent that Verizon has admitted to any such errors, as further detailed in CenturyLink's Complaint, Reply, Reply Legal Analysis, Declarations or Reply Declarations, or other submissions, it is irrelevant how or by whom such errors were identified.

11. These Responses are submitted without waiving in any way, and to the contrary reserving, the right to amend or supplement any and all oppositions, objections, or other responses or other information provided herein at any time upon the receipt of additional information, and the right to object on any grounds to the use of evidence or other use of its opposition, objections, responses or other information provided herein in this or any other proceeding by these parties or any parties or non-parties.

12. Objections, responses, or other information provided to specific Interrogatories, or in subsequent responses to specific Interrogatories if any, are subject to and without waiver of

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these General Objections and those specific objections raised with respect to particular Interrogatories. Accordingly, the provision of substantive responses to any Interrogatory either now or subsequently shall not be construed as an admission or used as the basis for a contention that Verizon is entitled to any response more specific than that provided.

**OBJECTIONS AND SUPPLEMENTAL RESPONSES TO SPECIFIC
INTERROGATORIES**

In addition to the General Objections set forth above and hereby incorporated into each of the following objections as if set forth in full, CenturyLink specifically objects and provides supplemental responses to Verizon's remaining Interrogatories as follows:

INTERROGATORY NO. 1: Describe, explain, and produce documents sufficient to identify the ways in which the methodology used by Frontier in calculating Billing Credits differed from that used by Verizon with respect to each of the six Dispute Categories.

OBJECTION TO INTERROGATORY NO. 1: CenturyLink objects to Interrogatory No. 1 to the extent it impermissibly seeks document production by means of written interrogatories. The Commission's rules allow a defendant to serve on a complainant, concurrently with its answer, "a request for up to ten written interrogatories." 47 C.F.R. § 1.729(a). As Verizon itself has asserted, other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). CenturyLink further objects to any request for document production as premature.

CenturyLink also objects to Interrogatory No. 1 as vague and ambiguous with respect to what Verizon might subjectively view as "sufficient" to identify the ways in which Frontier's methodology "differed" from Verizon's. As discussed below, CenturyLink's Complaint already provided information CenturyLink believes was sufficient, by way of example, to show Frontier's **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** [REDACTED]. **[[END CONFIDENTIAL]]** Complaint, ¶ 38; Brown Decl. ¶¶ 30-32. In its Answer, Verizon does not deny this assertion, but only claims that it "lacks knowledge or information sufficient to form a belief as to whether Frontier counted circuits differently than Verizon." Answer ¶ 30. There is no indication that Verizon has since undertaken any independent investigation of this issue upon receipt of the information CenturyLink already provided in the Complaint, or what type or amount of additional explanations or descriptions would be "sufficient" to persuade Verizon.

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CenturyLink also objects to Interrogatory No. 1 as overly broad, unduly burdensome, and improper to the extent it seeks analysis or legal conclusions, or would require CenturyLink to create or prepare documents or analyses.

CenturyLink also objects to Interrogatory No. 1 as overbroad and unduly burdensome to the extent it seeks information not within CenturyLink's possession, custody, or control, or which is more or equally available to Verizon.

CenturyLink further objects to Interrogatory No. 1 as overly broad, and unduly burdensome because CenturyLink's Complaint already gave examples of how Frontier **[[BEGIN**

CONFIDENTIAL]] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. **[[END CONFIDENTIAL]]** Complaint, ¶ 38; Brown Decl. ¶¶

30-32.

SUPPLEMENTAL RESPONSE 10/19/18:

Subject to the forgoing objections, including general objections, CenturyLink provides this supplemental response as follows. The methodology used by Frontier in calculating Billing Credits differed from that used by Verizon with respect to Dispute Categories 2 and 3.

Dispute Category 1 relates to \$0 DS3 circuits that were billing under the old FMS services. By the time Frontier inherited these circuits, the FMS product was no longer available.

Therefore, the methodology for Dispute Category 1 no longer applied by the time Frontier acquired these services from Verizon.

Dispute Category 2 relates to circuits that did not bill qualifying USOCs under the 2009 Service Agreement and circuits that did not bill any USOCs under the 2014 Service Agreement. At the time Frontier acquired these services from Verizon, the circuits were only billing under the 2014 Service Agreement. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. **[[END CONFIDENTIAL]]**

By contrast, Verizon was improperly counting these same circuits as units. *See* Formal Complaint, Declaration of Tiffany Brown, at Table 5 and ¶¶ 30-31.

Dispute Category 3 relates to meet-point circuits that were double billing. Verizon counted the same circuit twice in error in instances where the same circuit billed across two separate billing account numbers (BANs). **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[[END CONFIDENTIAL]] Dispute Category 4 relates to Verizon's formula error that caused DS3 CLF units to be counted as the more expensive DS3 CLS units. Verizon corrected its error prior to Frontier's acquisition of these services. Therefore, these circuits were not impacted by the transition of services to Frontier.

Dispute Category 5 relates to DS0 circuits that were improperly counted as DS1 units by Verizon. These DS0s were in the state of Pennsylvania and were not acquired by Frontier. Therefore, these DS0 circuits were not impacted by the transition of services to Frontier.

Dispute Category 6 relates to FMS services that were not properly optimized by Verizon. By the time Frontier inherited these circuits, the FMS product was no longer available. Therefore, the methodology for Dispute Category 6 no longer applied by the time Frontier acquired these services from Verizon.

INTERROGATORY NO. 2: Describe, explain, and produce documents sufficient to identify when, how, and from whom CenturyLink first became aware of the alleged errors in Verizon's calculation of the Billing Credits with respect to each of the six Dispute Categories.

OBJECTION TO INTERROGATORY NO. 2: CenturyLink objects to Interrogatory No. 2 to the extent it impermissibly seeks document production by means of written interrogatories. The Commission's rules allow a defendant to serve on a complainant, concurrently with its answer, "a request for up to ten written interrogatories." 47 C.F.R. § 1.729(a). As Verizon itself has asserted, other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). CenturyLink further objects to any request for document production as premature.

CenturyLink also objects on the grounds that Interrogatory No. 2 is overly broad, unduly burdensome, and seeks irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence. To the extent that Verizon seeks information regarding the method and source of CenturyLink's discovery of Verizon's errors, it is irrelevant how and from whom CenturyLink became aware of such errors. This discovery request is geared to reveal information unrelated to the merits of the dispute, but rather related to the process of discovering Verizon's errors, including errors it admits to. Such information is not necessary to the resolution of the issues in this case because it does not matter who identified Verizon's errors, or how.

CenturyLink further objects to Interrogatory No. 2 on the basis that it is vague and ambiguous to the extent that it seeks information regarding when CenturyLink "first became aware of the alleged errors," because as explained in CenturyLink's Reply, Verizon has admitted CenturyLink's claims are for overcharges, and as such are timely under Section 415(c). Thus, to

the extent Verizon is seeking information related to a limitations period defense, this request is without valid basis.

CenturyLink further objects to Interrogatory No. 2 on the basis that Information sought is duplicative, and is not both necessary to the resolution of the dispute and unavailable from any other source. For example, as part of its Answer, Verizon produced exhibits that it claims reflect the entire credit history and dispute history of the proceeding. *See Answer, Confidential Exhibits 1 & 2.*

SUPPLEMENTAL RESPONSE 10/19/18:

Subject to the forgoing objections, CenturyLink responds as follows. CenturyLink first became aware of the errors after CenturyLink provided the related contracts to Sage, and Sage analyzed the billing under the contracts. Synchronoss, with Sage as a subcontractor, was providing audit services to CenturyLink starting in early 2013. Sage's auditing soon uncovered Verizon billing discrepancies different from those at issue in this proceeding. Sage sent its findings to CenturyLink for review in May 2013 with respect to those other Verizon charges billed in error.

In early March 2014, Verizon informed Sage during discussions of unrelated disputes that there was a "Custom Solutions" contract in place between CenturyLink and Verizon. CenturyLink provided Sage a copy of the contracts, which specified another layer of services and pricing related to but different from the billing that Sage had audited. CenturyLink requested that Sage review the contracts in conjunction with the other auditing that Sage was performing in order to ensure that the provisions in the contracts were accounted for in Sage's analysis across

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all of Verizon's billing. CenturyLink provided copies of the Verizon contracts to Sage on March 18, 2014 (see Figure 2 e-mail string below).

Figure 2

Sent: Tuesday, March 18, 2014 5:07 PM
To: Tiffany Brown
Subject: FW: Document Distribution: Verizon Documents

Here you go.

From: Welch, Patrick
Sent: Friday, March 07, 2014 2:17 PM
To: Romero, Joseph
Subject: FW: Document Distribution: Verizon Documents

From: Montenegro, Robert
Sent: Tuesday, March 04, 2014 1:14 PM
To: Welch, Patrick
Cc: Grimm, Anne A
Subject: FW: Document Distribution: Verizon Documents

Verizon Contract Docs

Thanks,
Rob Montenegro
CenturyLink, Carrier Management
703-667-6094
robert.montenegro@centurylink.com<<mailto:robert.montenegro@centurylink.com>>

From: Masi, Maria A
Sent: Wednesday, February 26, 2014 5:11 PM
To: McGee, Tim; Herbert, Shelby; Facility Cost; 'Teoco'; Silverberg, Marlene; Ladd, Constance; Meyer, Jeanne; QPROV-CCSS
Cc: Welch, Patrick; Grimm, Anne A; Wright, Diane; Montenegro, Robert; Grimwade, Dawn M.
Subject: ***** Document Distribution: Verizon Documents

All-

Attached are copies of the executed documents (listed below) and their corresponding CMF/CCMT numbers. The EFAA is also attached.

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Please forward as needed.

Thanks,
Maria

Services Agreement with QCC: CMF#10223604/CCMT#3115 Amendment No. 46 to the
WTSA with Savvis Corp: CMF#10187885/CCMT#3115 Amendment No. 14 to the DSA
with QCC: CMF#10009329/CCMT#3115 Attachment No. 13 to the MSA with QCC:
CMF#10139809/CCMT#3115

On April 9, 2014, Sage followed up with CenturyLink in order to review questions Sage had regarding the Custom Solutions contracts. CenturyLink provided clarification to Sage on April 11, 2014, which allowed Sage to conduct its initial analysis of the contracts at issue in this dispute. At the time, CenturyLink was concerned that the unrelated disputes that had been previously filed with Verizon by Sage may have been impacted by the terms of the contracts (see Figure 3, e-mail string below).

Figure 3

From: Welch, Patrick [<mailto:Pat.Welch@CenturyLink.com>]
Sent: Friday, April 11, 2014 10:44 AM
To: Tiffany Brown
Cc: Patrick Lowell
Subject: FW: Meeting - Touch Base on Verizon FRP

Tiffany – See the answers to your questions below. Also attached is the previous FRP contract from 2009. Anne mentioned the one just executed effective for March this year replaces the 2009 agreement. Let me know what other questions you have.

From: Grimm, Anne A
Sent: Thursday, April 10, 2014 6:26 PM
To: Welch, Patrick
Subject: RE: Meeting - Touch Base on Verizon FRP

Pat:

[Added comments below.](#)

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Thank you,

*Anne Grimm ~ Carrier Management ~ CenturyLink ~ 614-215-4667 ~
anne.grimm@centurylink.com*

From: Welch, Patrick
Sent: Thursday, April 10, 2014 3:57 PM
To: Grimm, Anne A
Subject: FW: Meeting - Touch Base on Verizon FRP

Below are the questions I received from Razorsite. I am meeting with them in person on April 29th so I want to make sure they are clear on what they can dispute. As of right now and rate, chan term or mileage dispute they identify, we will look to file a paid dispute claim and only withhold on any circuit disconnect claims. Let me know if you want me to schedule a quick half hour to go through these questions or feel free to just respond back with your answers.

From: Tiffany Brown [<mailto:tiffany.brown@sagemi.com>]
Sent: Thursday, April 10, 2014 1:33 PM
To: Patrick Lowell; Welch, Patrick; Christina Baer
Subject: RE: Meeting - Touch Base on Verizon FRP

FRP Questions:

1. Can we get a copy of the pre-Feb 2014 contract with Verizon? PROVIDED
2. Does Clink receive a spreadsheet showing the quarterly FRP calculations from Verizon? If so, can we get a copy forwarded to us? THIS IS THE QUARTERLY S/S THAT I PROVIDE TO JOE ROMERO EACH MONTH.
3. The contract tariff number isn't mentioned in the contract (it only points to the overall section for all Contract Tariffs). What is the Contract Tariff No? I DON'T KNOW WHAT DOCUMENT IS BEING REFERENCED BUT IN ATTACHMENT 13 (TIERED PRICING SCHEDULE) IT STATES Verizon's Tariff No. 1 (Section 21), Verizon's Tariff No. 11 (Section 32) and Verizon's Tariff No. 14 (Section 21).
4. Is Meetpoint billing included in the FRP credits? I DON'T KNOW WHAT DOCUMENT IS BEING READ BUT IN THE SERVICE AGREEMENT IT STATES - **DS1 Unit** shall mean Special Access DS1 Services that meet the following definitions: (i) a DS1 "Channel Termination" as defined in Tariff FCC No. 1, Section 7.1.2(A), (ii) a DS1 "Channel Termination" as defined in Tariff FCC No. 11, Section 7.1.2(A), (iii) a DS1 "Special Access Line" as defined in Tariff FCC No. 14, Section 5.1.1.(C), and (iv) a DS1 "Circuit Termination" as defined in Tariff FCC No. 16, Section 7.2.1(A). For the avoidance of any doubt, fractions of a "DS1 Unit" are not counted as a "DS1 Unit."
5. What is the average mileage per DS1 that Verizon is using in their FRP calcs? Does it get recalculated each quarter? THE AVERAGE DS1 MILEAGE (OF DS1S WITH MILEAGE) AT THE TIME OF CLOSING NEGOTIATIONS WAS 14.5. THIS WILL BE RECALCULATED EACH YEAR.
6. Are DS1s that are not billing a Channel Termination included in the DS1 count? PLEASE SEE RESPONSE TO #4.

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-----Original Appointment-----

From: Patrick Lowell

Sent: Wednesday, April 09, 2014 10:57 AM

To: Patrick Lowell; Welch, Patrick; Tiffany Brown; Christina Baer

Subject: Meeting - Touch Base on Verizon FRP

When: Thursday, April 10, 2014 3:00 PM-4:00 PM (GMT-05:00) Eastern Time (US & Canada).

Where: +1 (312) 878-3080 Access Code: 976-501-261

Verizon FRP - April Training

1. Please join my meeting.

<https://global.gotomeeting.com/meeting/join/976501261>

2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.

United States: +1 (312) 878-3080

Access Code: 976-501-261

Audio PIN: Shown after joining the meeting

Meeting ID: 976-501-261

GoToMeeting

Online-Meetings made easy

From: Welch, Patrick [<mailto:Pat.Welch@CenturyLink.com>]

Sent: Wednesday, April 09, 2014 10:49 AM

To: Patrick Lowell

Subject: RE: Meeting - Touch Base on Verizon FRP

I do. I can meet tomorrow afternoon at 1 PM MST or 3 PM EST. Does that work for you?

From: Patrick Lowell [<mailto:patrick.lowell@sagemi.com>]

Sent: Wednesday, April 09, 2014 8:00 AM

To: Welch, Patrick

Subject: Meeting - Touch Base on Verizon FRP

Hi Pat,

Do you have some time this week for a quick meeting to discuss the Verizon FRP contract and a couple of other items?

Thanks,

Patrick

The first quarterly dispute CLINKFAC0168 was finalized in mid-June 2014 and sent over to CenturyLink for review and approval on June 16, 2014. CenturyLink notified Verizon of

the claim on June 18, 2014, and the claim was formally filed with Verizon on June 19, 2014.

This dispute was the first time that CenturyLink was notified of the issues contained in Dispute Categories 1, 2, 3, and 5.

The errors in Dispute Category 4 were first identified with respect to Verizon's calculations in PY1Q1 of the 2014 Service Agreement. The final quarterly reports were delayed for PY1Q1, ostensibly because of the extra effort needed to implement the then new 2014 Service Agreement, and were not sent by Verizon to CenturyLink until September 3, 2014. Prior to that quarter, Verizon did not have the error from Dispute Category 4 in its reporting. Following Sage's receipt and analysis of PY1Q1, Sage completed its analysis, packaged the dispute for PY1Q1, and communicated that error to CenturyLink on September 14, 2015, under claim number CLINKFAC0376. CenturyLink formally filed this claim with Verizon on September 15, 2015.

For Dispute Category 6, the errors began when Verizon converted the \$0 FMS DS3s over to Special Access DS3s in July 2014. CenturyLink was not aware of Verizon's errors until Verizon provided the final quarterly reports for PY1Q2. The final quarterly reports were delayed for PY1Q2 and were not sent by Verizon to CenturyLink until December 18, 2014. Upon receipt, Sage completed its analysis, packaged the dispute for PY1Q2, and communicated that error to CenturyLink on September 20, 2015, under claim number CLINKFAC0396. CenturyLink formally filed this claim with Verizon on September 30, 2015.

INTERROGATORY NO. 3: Describe the basis for the assertion that CenturyLink's concurrences in Verizon's credit calculations reflected merely a "check of Verizon's underlying math, but not analysis of whether Verizon had properly counted units" In doing so, describe and explain in detail any review or analysis of Verizon's proposed Billing Credits that CenturyLink conducted before concurring in those credits, including who performed the analysis, what software or other tools, if any, were used, and the results of such analysis.

OBJECTION TO INTERROGATORY NO. 3: CenturyLink objects on the grounds that Interrogatory No. 3 seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence because the quoted portion of CenturyLink's Complaint speaks for itself and contrary to Verizon's suggestion is supported by competent evidence as set forth in the Complaint. *See* Reply, ¶ 83.

CenturyLink also objects because Interrogatory No. 3 also seeks confidential information about CenturyLink's internal review and analysis process that is not necessary to the resolution of the dispute. To the extent that Verizon seeks information regarding the method and source of CenturyLink's discovery of Verizon's errors, it is irrelevant how, from whom, and with what software or other tools CenturyLink became aware of such errors. The discovery request is geared to reveal information unrelated to the merits of the dispute, but rather related to the process of discovering Verizon's errors, including errors Verizon now admits to. Such information is not necessary to the resolution of the issues in this case because it is irrelevant how and by who those errors were uncovered.

CenturyLink also objects to Interrogatory No. 3 on the grounds that it is vague, ambiguous, overly broad and unduly burdensome to the extent it characterizes alleged "concurrences" or "concurring," and seeks a description and explanation "in detail" of any "review" or "analysis" of billing credits.

SUPPLEMENTAL RESPONSE 10/19/18:

Subject to the forgoing objections, CenturyLink responds as follows. Prior to becoming aware that Verizon was significantly overcounting DS1 and DS3 units, CenturyLink's review of Verizon's quarterly credit summary (known as a Custom Solution Tracking Report; *see, e.g.*, CTL Exhibit 46.01d) typically involved a few steps, none of which included an analysis of whether Verizon was properly identifying circuits as units under the tariffs. One or more employees in CenturyLink's Carrier Management group would check the current month's summary against prior quarters to check for significant differences in unit counts or dollar amounts. These employee(s) would also typically verify that flat rates identified in the report matched the rates specified in the contract tariff. Lastly, CenturyLink's Carrier Management employee would often check with an employee in CenturyLink's Facility Cost group to check on the total of CenturyLink's open disputes with Verizon (those disputes being largely or entirely unrelated to the flat rate plan), as the credits Verizon remitted to CenturyLink each quarter were reduced by the amount of CenturyLink's open dispute balance.

INTERROGATORY NO. 7: Describe, explain, and produce documents sufficient to identify any actions, prior to November 2015, that CenturyLink took to optimize its network after Verizon gave notice in December 2008 that it would cease to offer FMS.

OBJECTION TO INTERROGATORY NO. 7: CenturyLink objects to Interrogatory No. 7 to the extent it impermissibly seeks document production by means of written interrogatories. The Commission's rules allow a defendant to serve on a complainant, concurrently with its answer, "a request for up to ten written interrogatories." 47 C.F.R. § 1.729(a). Other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). CenturyLink further objects to any request for document production as premature.

CenturyLink also objects because Interrogatory No. 7 is vague and ambiguous to the extent that it asks CenturyLink to "identify any actions" taken "to optimize its network" between December 2008 and November 2015.

CenturyLink further objects to Interrogatory No. 7 because it is not reasonably calculated to lead to the discovery of admissible evidence. CenturyLink's claims do not reach back before Plan Year 5 of the 2009 Service Agreement, namely March 2013. *See, e.g.,* Complaint ¶ 78 (Table 10). The time period of Interrogatory No. 7 also extends beyond the scope of Verizon's defined Relevant Period for the purposes of these Interrogatories (March 1, 2013 to February 28, 2017).

CenturyLink also objects to Interrogatory No. 7 on the grounds that it is based on disputed legal conclusions and disputed statements of purported fact. As explained in CenturyLink's Complaint, Reply, and supporting materials, CenturyLink disputes and denies Verizon's characterization of a "notice in December 2008" that it would "cease to offer FMS," as

well as any implication Verizon states or suggests those ambiguous and contested references might have for CenturyLink, such as the apparent allegation that CenturyLink should have “optimize[d] its network” (or was even allowed to do so in FMS territory) at some point based on that purported notice.

CenturyLink also objects to Interrogatory No. 7 as overly broad and unduly burdensome because it purports to require CenturyLink to “[d]escribe, explain, and produce documents” covering general network practices over a seven (7) year period. Moreover, as explained in CenturyLink’s Complaint, Reply, and supporting materials, CenturyLink was subscribed to Verizon’s FMS until July 2014, and prior to that period Verizon was the party responsible for optimizing CenturyLink’s network.

SUPPLEMENTAL RESPONSE 10/19/18:

Subject to the forgoing objections, CenturyLink responds as follows. CenturyLink did not optimize the FMS network prior to November 2015 due to the fact that the network was required to be managed by Verizon under the tariffed FMS rules and regulations up until the conversion date. Per the tariffed guidelines for FMS, Verizon was managing and designing the network under FMS, not CenturyLink. *See* Transmittal No. 586, Order, Bell Atl. Tel. Cos. Tariff FCC No. 1 Facilities Mgmt, Serv., 8 FCC Rcd. 8214, ¶ 6 (CCB 1993) (noting that the customer “surrender[s] all control over the provisioning of its special access service”); CTL Ex. 22, Verizon FCC Tariff No. 1, Section 7.2.13(C) (“The Telephone Company will engineer the service from the FMS entrance facility of the customer’s designated primary premises to the Wire Center associated with the secondary premises over its own Special Access network....The channel routing to the serving wire center, DSR node or Hub, as applicable, may not be

designated by the customer...”); *see also* CenturyLink Complaint ¶¶ 65-68; Brown Declaration ¶ 28; CenturyLink’s Reply ¶¶ 64-69; Brown Reply Declaration ¶¶ 85-94; Reply Legal Analysis, at 57-59.

In addition, Verizon did not provide CenturyLink a specific conversion date in July 2014 until shortly before, on May 27, 2014. *See* VZ Ex. 75, Email from Anna McDermott to Anne Grimm dated Feb. 10, 2014 (mentioning conversion off of FMS but not specifying date); VZ Ex. 76, Email from Anna McDermott to Anne Grimm dated May 27, 2014 (mentioning conversion date as end of June 2014); *see also* Brown Reply Decl. ¶¶ 87, 89-90.

INTERROGATORY NO. 8: Describe the circumstances in which CenturyLink retained Synchronoss Technologies Inc. and/or Sage Management Inc. (collectively, “Sage”) in connection with this matter, including by identifying any financial interest that those entities have in the outcome of this case.

OBJECTION TO INTERROGATORY NO. 8: CenturyLink objects to Interrogatory No. 8 because it is overly broad, unduly burdensome, and seeks irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence because it is irrelevant how and from whom CenturyLink became aware of the errors that form the basis of this proceeding. This discovery request is geared to reveal information unrelated to the merits of the dispute, but rather to harass the individuals and entities that were involved with the identification of errors, including errors which Verizon has admitted. Such information is not necessary to the resolution of the issues in this case because it has no relevance to whether the identified errors exist. In addition, CenturyLink objects to the extent that Verizon seeks confidential or proprietary information regarding the agreement between the parties that is irrelevant to the claims in this matter.

CenturyLink also objects because Interrogatory No. 8 is vague and ambiguous to the extent it seeks a description of “the circumstances in which” Sage was retained “in connection with” this matter. CenturyLink further objects on the grounds that Interrogatory No. 8 seeks information regarding the financial interests of third parties that is not within the possession, custody, or control of CenturyLink.

Finally, CenturyLink objects to Interrogatory No. 8 as vague, ambiguous, overly broad and unduly burdensome to the extent with respect to the request for “any financial interest” that Sage may have in the outcome of this case.

SUPPLEMENTAL RESPONSE 10/19/18:

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Subject to the forgoing objections, CenturyLink responds as follows. With regard to how Sage became involved in these disputes, please see CenturyLink's Supplemental Response to Verizon Interrogatory No. 2. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. **[[END CONFIDENTIAL]]**

INTERROGATORY NO. 9: Describe and produce documents sufficient to identify Sage's earliest communications with CenturyLink about the six Dispute Categories, including the date on which those communications took place and Sage's preliminary evaluation of the substance of those disputes.

OBJECTION TO INTERROGATORY NO. 9: CenturyLink objects to Interrogatory No. 9 to the extent it impermissibly seeks document production by means of written interrogatories. The Commission's rules allow a defendant to serve on a complainant, concurrently with its answer, "a request for up to ten written interrogatories." 47 C.F.R. § 1.729(a). Other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). CenturyLink further objects to any request for document production as premature.

CenturyLink further objects to Interrogatory No. 9 because it is overly broad, unduly burdensome, and seeks irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence because CenturyLink's claims are already detailed in its Complaint, Reply, and supporting materials as required by the Commission's formal dispute process. To the extent that Verizon seeks information regarding CenturyLink's retention of and early communications with Sage, such information is irrelevant to the merits of the disputes and to the determination of the total extent of Verizon's admitted errors. It is not relevant how, when, or from whom CenturyLink learned of Verizon's errors, all that matters is the errors exist and are verifiable as set forth in CenturyLink's submissions in this proceeding. This discovery request plainly does not seek information related to the merits of the dispute, but rather seeks information to harass the individuals and entities that were involved with the identification of errors, including errors which Verizon has admitted. Such information is not necessary to the resolution of the issues in this case because it has no relevance to whether the identified errors

exist. Rather, it is intended to harass litigants and third parties. In addition, CenturyLink objects to the extent that Verizon seeks confidential information regarding the agreement between the parties that is irrelevant to the claims in this matter.

CenturyLink also objects because Interrogatory No. 9 is vague and ambiguous to the extent it seeks a description of Sage's "preliminary evaluation" of Verizon's errors. CenturyLink further objects on the grounds that Interrogatory No. 9 seeks information that is not within the possession, custody, or control of CenturyLink.

Finally, CenturyLink objects to Interrogatory No. 9 to the extent it seeks privileged, sensitive, or proprietary information or communications.

SUPPLEMENTAL RESPONSE 10/19/18:

Subject to the forgoing objections, CenturyLink responds as follows. Please see CenturyLink's Supplemental Response to Verizon Interrogatory No. 2.

INTERROGATORY NO. 10: In Paragraph 6 of Tiffany Brown’s April 23, 2018 Reply Declaration, she asserts that she “expected that there would be some counting errors made by Verizon. But I was surprised by the volume of counting errors made by Verizon and the dollars associated with those errors. These amounts were significantly higher than what I had previously seen in the industry.” Please explain the basis for this statement, including the specific carriers “in the industry” to whom she is allegedly referring, the types of contracts with those carriers that she is using for her comparison, the error rate that she was allegedly “expect[ing]” in light of her experience with those other carriers, and the basis for that expectation.

OBJECTION TO INTERROGATORY NO. 10: CenturyLink objects to Interrogatory No. 10 because it is overly broad, unduly burdensome, and seeks irrelevant information that is not reasonably calculated to lead to the discovery of admissible evidence because it is irrelevant to the fact of Verizon’s counting errors, their volume, and the overcharge amounts associated with those errors. Such information is not necessary to the resolution of the issues in this case because it has no relevance to whether the identified errors exist. The Reply Declaration of Tiffany Brown speaks for itself, and CenturyLink objects to Verizon’s attempts to mischaracterize the quoted statements or to apply its own interpretations of the plain language.

In addition, CenturyLink objects to the extent that Verizon seeks confidential or proprietary information regarding third party carriers, and information that is either not within the possession, custody or control of CenturyLink, or is equally available to Verizon.

SUPPLEMENTAL RESPONSE 10/19/18:

Subject to the forgoing objections, CenturyLink responds as follows. Telecom billing is extremely complex. Any time there is manual intervention, for example in the form of manually entering unit counts across disparate data sets, there is the possibility of errors. Sage has observed that across the industry there have been billing errors not just by Verizon, but by most if not all service providers. When such errors occur, they rarely exceed the range of 1%-2%,

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although that does not mean any errors are acceptable or a type of overcharge to be simply absorbed by the customer of tariff services. Reply Legal Analysis, at 14-15. To the contrary, in the industry as a matter of common practice, companies and their outside consultants intentionally place a great deal of emphasis on catching these errors and correcting them in order to eliminate overcharges and comply with tariff rates.

Yet Verizon's error rate here significantly exceeded the 1-2% range. [[BEGIN

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[[END CONFIDENTIAL]]

INTERROGATORY NO. 11: In Paragraph 15 of Ms. Brown's April 23, 2018 Reply Declaration, she asserts that "it was Mr. Szol's team who advised CenturyLink to populate the BAN as the 'Circuit ID' on the form in order to submit the disputes." Please identify and describe in detail that alleged advice, including the Verizon employee who gave it, the CenturyLink employee who received it, the form in which it was given, and the date on which Verizon supposedly gave it.

OBJECTION TO INTERROGATORY NO. 11: CenturyLink objects to Interrogatory No. 11 because it is overly broad and unduly burdensome. The Verizon declaration to which the above quotation relates states that Verizon's dispute team had a "close working relationship" with CenturyLink, met with CenturyLink regarding Verizon's system automatically rejecting disputes, and "assisted CenturyLink in refiling the disputes using an actual circuit ID instead of the BAN."² Verizon already has information and knowledge regarding the subject matter of Interrogatory No. 11. Verizon's request is also flawed because it did not provide a supplemental affidavit from Mr. Szol as part of its Sur-Reply attempting to rebut Ms. Brown's quoted statements, and there is no basis for its additional request.

SUPPLEMENTAL RESPONSE 10/19/18:

Subject to the forgoing objections, CenturyLink responds as follows. On August 5, 2014, CenturyLink's representative, Joe Romero, along with outside consultants, Tiffany Brown, Christina Baer and Patrick Lowell, met via conference call with Verizon representative, Joe Aguilar, to explain the dispute logic in detail, as well as, the challenges that CenturyLink had with receiving rejection notices and its inability to populate the CKT ID field on the Verizon Dispute Form when the CKT ID was not available to CenturyLink. *See* CenturyLink Ex. 30 "CLINKFAC0168 Timeline" tab.

² Verizon Answer, Declaration of David Szol, at ¶ 12.

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On that call, Mr. Aguilar informed Mr. Romero that he had consulted with Ms. Karen Rose of Verizon, who was the Verizon point of contact with questions related to dispute loading into Verizon's RMS system. Mr. Aguilar further advised CenturyLink, during that call, to utilize the BAN in the CKT ID field (since a circuit ID was not available to CenturyLink) and that Ms. Rose would assist with ensuring the disputes were entered into the system.

In follow up to the discussion, on August 5th at 2:09 PM ET, Mr. Aguilar emailed back the updated Verizon Batch IDs that Ms. Rose entered into the RMS system and informed CenturyLink that "the batch numbers needed to be changed when they were entered into our system. Below are the changes in bold and underlined." (See Figure 5, e-mail string below.)

Figure 5

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A large block of text is completely redacted with black bars. The redaction covers approximately 15 lines of text, with varying lengths of bars obscuring the content. The text appears to be an email string, as indicated by the preceding label.

[REDACTED]

[REDACTED]

[REDACTED]

[[END CONFIDENTIAL]]

INTERROGATORY NO. 12: In Paragraph 82 of Ms. Brown's April 23, 2018 Reply Declaration, she asserts that **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** Although "CenturyLink agrees to adjust" the dispute amount in Table 1 of Ms. Brown's Declaration, it maintains that the "amount should not be backed out of the dispute amounts in the Table of CenturyLink-Verizon Claims because this debit is already reflected in the dispute amounts filed with Verizon." For each of PY1Q1, PY1Q2, and PY2Q1, please explain and demonstrate how CenturyLink's original disputes accounted for the undercharges identified in Verizon Exhibit 66 – and in light of that answer, explain any effect on CenturyLink's total claimed damages caused by CenturyLink's statement above that it agrees to adjust the dispute amount on Table 1 of Ms. Brown's Reply Declaration by **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

OBJECTION TO INTERROGATORY NO. 12: CenturyLink objects to Interrogatory No. 12 because it is overly broad, unduly burdensome, and seeks information already in Verizon's possession, custody, or control. This issue was the result of a formula error that Verizon admits to, and CenturyLink accounted for that issue in its filed disputes as well as by informing Verizon repeatedly as to the net overcharges and undercharges caused by Verizon's error.³ Ms. Brown's April 23, 2018 Reply Declaration speaks for itself, and specifically explains that Verizon has admitted that the total in Dispute Category 4 was overcharged to CenturyLink, and that a detailed accounting of this category is attached as CenturyLink Reply Exhibit 73.⁴ It also explains in detail how the filed dispute packages reflected the net overcharges and undercharges.⁵

In addition, CenturyLink also objects because Interrogatory No. 12 is vague and ambiguous to the extent it requests that CenturyLink "demonstrate" how its filed disputes contained the net overcharges and undercharges of the circuits impacted by Verizon's formula

³ Reply Declaration of Tiffany Brown ("Brown Reply Decl.") ¶ 80.

⁴ *Id.* ¶ 82.

⁵ *Id.* ¶ 81.

errors or that CenturyLink explain “any effect” on its dispute amount. For example, CenturyLink already explained that it discussed these issues with Verizon at length, and that the “net overcharges and undercharges contained in each of our dispute packages match the details contained in Verizon’s Exhibits 65 and 66.”⁶ It is unclear what additional demonstration Verizon may be seeking, or what relevant information it believes remains lacking, if any.

Subject to the foregoing objections, including general objections, upon resolution of the Parties’ respective Interrogatories and Objections by the Commission staff pursuant to 47 C.F.R. § 1.729(d), CenturyLink agrees to provide by the response date established by the staff that relevant, non-privileged information within its possession sufficient to support its assertions regarding the dispute submission calculations netting out the overcharges and undercharges caused by Verizon’s errors in the Category 4.

SUPPLEMENTAL RESPONSE 10/19/18:

Subject to the forgoing objections, CenturyLink responds as follows. Sage performed the quarterly Custom Solutions credit calculations based on a review of all circuits billed by Verizon each quarter. Sage assigned a unit designation tag based on the type of circuit (DS1, DS3 CLF, DS3 CLS) as well as the type of monthly charges billed by Verizon in order to isolate each circuit that should have been counted as a Qualifying Unit under the related Service Agreements and Contract Tariffs. Sage then summed each unit category based on the unit designation calculated by Sage and multiplied that quantity by the agreed upon Flat Rate. This calculated amount was then subtracted from the Billed Qualifying Service Revenue to compute the total quarterly credit due to CenturyLink. Any discrepancy between unit designations were accounted

⁶ Brown Reply Decl. ¶¶ 80, 81.

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for when comparing the total aggregate Verizon and CenturyLink unit counts that were rerated to the Flat Rates.

For example, for PY1Q2, Sage's dispute package for CLINKFAC0377 detailed inaccuracies with Verizon's unit count. (See CTL Ex. 42.02d.) **[[BEGIN CONFIDENTIAL]]**

[REDACTED]

[REDACTED]

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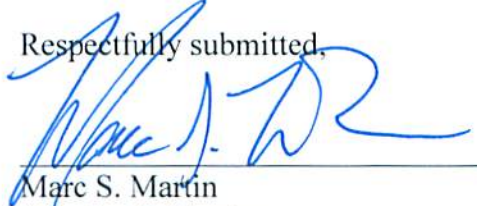
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Dated: October 19, 2018

Respectfully submitted,



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Attorneys for CenturyLink Communications, LLC

PUBLIC VERSION

VERIFICATION

On behalf of CenturyLink Communications LLC, I hereby verify that the above
Responses are truthful and correct to the best of my knowledge, information, and belief.



Adam L. Sherr

PUBLIC VERSION

VERIFICATION

On behalf of CenturyLink Communications LLC, I hereby verify that the supplemental response to Verizon Interrogatory No. 3 above is truthful and correct to the best of my knowledge, information, and belief.

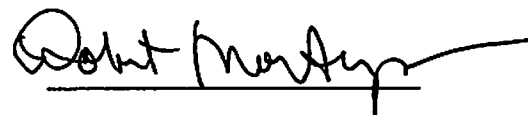
Anne Grimm

Anne Grimm

PUBLIC VERSION

VERIFICATION

On behalf of CenturyLink Communications LLC, I hereby verify that the supplemental response to Verizon Interrogatory No. 3 above is truthful and correct to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read "Robert Montenegro", written over a horizontal line.

Robert Montenegro

PUBLIC VERSION

VERIFICATION

On behalf of CenturyLink Communications LLC, I hereby verify that the above
Responses are truthful and correct to the best of my knowledge, information, and belief.



Tiffany Brown

CERTIFICATE OF SERVICE

I hereby certify that on October 19, 2018 pursuant to the Protective Order and the September 17, 2018 order, I caused a copy of the foregoing Objections and Verified Supplemental Responses to Verizon Interrogatories to be served as indicated below to the following:


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Respectfully submitted,


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